# **REGULATIONS FOR THE PROVISION OF PAID GENEALOGICAL SEARCH SERVICES BY THE POLIN MUSEUM OF THE HISTORY OF POLISH JEWS**

(hereinafter referred to as the: **“Regulations”)**

**GLOSSARY**

1. The entity providing genealogical search services - POLIN Museum of the History of Polish Jews based in Warsaw (address: ul. Anielewicza 6, 00-157 Warsaw), entered in the register of cultural institutions under number RIK 89/2014, e-mail address: genealogy@polin.pl (hereinafter referred to as the: “Museum”).
2. Client - a natural person, a legal person and an organisational unit without legal personality, who orders a service through an order form sent by an employee of the Museum.
3. Consumer - a natural person who enters into a contract with the Museum to provide services for purposes that are not directly related to his/her economic or professional activity.
4. Entrepreneur on the rights of Consumer - a natural person concluding a contract with the Museum for the provision of services directly related to their business activity, when the content of the contract indicates that it is not of a professional nature for them, arising in particular from the subject of their business activity, made available on the basis of the provisions of the Central Registration and Information on Business Activity.
5. Genealogical services are chargeable services offered by the Museum consisting in the search for information about ancestors in archival and library sources, resulting in an ancestral history (family tree), a written compilation of the family history and scans of found documents.

**§ 1.**

**GENERAL PROVISIONS**

1. These Regulations set out the rules for the provision of paid genealogical services by the Museum.
2. Clients and Consumers are entitled to use the Genealogical Services.

**§ 2.**

**OFFER OF GENEALOGICAL SERVICES**

1. The complete offer of Genealogical Services provided by the Museum, divided into packages containing the detailed scope of research conducted by the Museum - is available at [www.polin.pl](http://www.polin.pl).
2. The prices of the individual Genealogical Services packages listed on www.polin.pl are the current gross prices (including VAT) expressed in US dollars.

**§ 3.**

**ORDER PLACING - CONCLUSION OF A CONTRACT**

1. In order to place an order for the provision of genealogical services by the Museum, the order form must be filled out and sent by an employee of the Museum, with the reservation that before placing the order, the Client undertakes to read accept the Terms and Conditions.
2. After placing an order, within 14 working days, the Client will receive a message from the Museum in the form of an e-mail sent to the address provided by the Client in the order form, confirming that the order has been received, along with a summary of the order or any comments to the order, and the bank account number to which funds should be transferred in the amount specified in the summary of the order.
3. The need for a VAT invoice must be requested when filling in the order form, providing all the necessary details. In the event that the need for a VAT invoice is notified after the payment has been made, the Museum will issue a VAT invoice within the time frame compliant with the applicable legal regulations.
4. Placing an order form gets the status of being confirmed after the payment is credited to the Museum’s bank account. Failure to pay within 5 days of receiving the order confirmation results in automatic cancellation of the order.
5. After the payment has been credited, the Client will receive a message in the form of an e-mail correspondence along with a document confirming that the payment for the Museum’s genealogical service has been made (receipt or invoice).
6. Upon receipt by the Client of e-mail notification of acceptance of their order for processing a contract for the provision of genealogical services based on the package selected by the Client is concluded. Once the contract for the provision of services has been concluded, the Client is not entitled to make changes to the order placed.
7. The contract for the provision of services is concluded for the period necessary for the performance of the service, which is the subject of the contract. The realisation time is determined individually with each Client. In individual cases, the time limit may be extended under the mutual agreement of the Parties.
8. The Museum is not responsible for any delay in fulfilling an obligation resulting from a contract for services in the case of lack of availability of archival materials and when the execution of a search is impossible for other reasons beyond the Museum’s control. The Client will be informed of such a situation each time via e-mail correspondence.
9. The Museum shall be obliged to act diligently in the performance of the service contract and is not liable for the lack of results of searches carried out under the service contract beyond the Museum’s control.
10. The Museum is not responsible for incorrect data given by the Client in the order form.

**§ 4.**

**GENEALOGICAL SEARCH UNDER A SERVICE CONTRACT**

1. With the conclusion of the Service Agreement, the Museum undertakes to search on behalf of the Client for information covered by the scope of the selected package of Genealogical Services.
2. The Museum shall be obliged to report to the Client on the performance of the contract every 14 days, including the scope of sources searched and information found, as well as further search directions, with the proviso that in the case of obtaining documentation that cannot be passed on to third parties, the Museum will provide the Client with the exact contact details of the institution where the documentation is located, together with an indication of the exact source data.
3. The report referred to in paragraph 2 above will be sent via e-mail.
4. Upon completion of a search carried out under the concluded contract for services, the Museum shall be obliged to immediately communicate to the Client the results of the search carried out in accordance with the package selected by the Client, subject to the provisions of paragraph 2 above.

**§ 5.**

**PAYMENT METHODS**

 The Museum offers payment by bank transfer to the bank account number given by the Museum after placing the order, subject to the provisions of § 3 par. 5 of these Regulations.

**§ 6.**

**WITHDRAWAL FROM THE CONTRACT**

1. Pursuant to the Act of 30 May 2014 on Consumer Rights (i.e. Journal of Laws 2020, item 287), a client who is a consumer has the right to withdraw in writing from a concluded agreement without giving reasons and without incurring costs within 14 days from the date of conclusion of a contract for the provision of services. It shall be sufficient for the Museum to have received notification of the exercise of the right of withdrawal before the expiry of that period. Such a declaration may be made, in particular, with the use of a specimen form on withdrawal from the contract constituting Appendix No. 1 to the Regulations. The above does not restrict the Client’s right to make another unambiguous statement informing the Museum of its decision to withdraw from the concluded agreement.
2. The statement of withdrawal from the contract for the provision of services can be submitted to the Museum by sending to: genealogy@polin.pl (title: “Withdrawal”), uploading a scan of the signed withdrawal form and the proof of payment (receipt/invoice) received by e-mail after payment.
3. In the case of an effective withdrawal from a contract for the provision of services, the Museum will, within 14 days of receiving the declaration, return to the Client the amount corresponding to the payment made for the selected package.
4. In the case of withdrawal from a contract for the provision of services by a Client who has agreed in the order form to the commencement of the provision of services before the expiry of the deadline for withdrawal, the Client will be obliged to reimburse the reasonable costs incurred by the Museum for the performance of the contract on the basis of Article 12 par. 122 of the Act of 30 May 2014 on Consumer Rights (i.e. Dz. U. of 2020, item 287).
5. Refunds of fees paid will be made to the bank account number from which the payment was made.
6. Under Article 38 of the Consumer Rights Act of 30 May 2014, the Client is not entitled to withdraw from a distance contract in the case of the contracts indicated in the above article.

**§ 7.**

**COMPLAINTS**

1. The Client may submit a complaint to the Museum in compliance with the provisions of the law, via e-mail to the following address: genealogy@polin.pl, enclosing a scan of the filled-in complaint form or by writing a complaint letter on his/her own, with the reservation that the Client must specify in its content the description of the non-conformity (defects) as well as the description of the reported claim. The complaint must be accompanied by a document confirming payment (receipt/invoice) received by e-mail after payment.
2. Complaints will be dealt with within 14 working days of delivery to the Museum.
3. After considering the complaint, the Museum will inform the Client of its decision via e-mail correspondence.

**§ 8.**

**PERSONAL DATA**

1. The personal data controller is the POLIN Museum of the History of Polish Jews, with its registered office in Warsaw 00-157, ul. Anielewicza 6.
2. Personal data provided on the form are collected and processed in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation - “GDPR”) and include:
3. in the event of a purchase made by a natural or legal person with a receipt: name and surname, e-mail address, country, postal code, telephone number, company/institution name
4. in the event of a purchase made purchased by an individual with a VAT invoice: name and surname, e-mail address, country, address of residence (street, number of building or premises, postal code, town), telephone number, PESEL number

The personal data collected is only used to provide the service, i.e. on Article 6(1)(b) of the GDPR, and will not be shared with third parties.

1. Providing personal information is voluntary but necessary to perform the service. The Client is not obliged to provide personal data, but the consequence of failing to do so is that the service cannot be provided.
2. The Museum has appointed a Data Protection Officer who can be contacted by e-mail iod@polin.pl or phone no. 22 471 03 41.
3. The recipients of the personal data processed during the performance of the service may be providers of IT systems and services, legal services, operators of electronic payment systems and banks in the performance of payments, authorities entitled to receive such personal data on the basis of legal regulations.
4. Personal data will not be transferred to any third country.
5. Personal data will be processed for the time necessary to perform all obligations arising from the service. After this period, personal data will only be processed to the extent and duration required by law, including accounting regulations. Under the Act of 29.09.1994 on Accounting, accounting books shall be stored for at least 5 years, and in accordance with Article 86 paragraph 1 of the Tax Ordinance of 29.08.1997, accounting books shall be stored until the expiry of the limitation period for tax liabilities, i.e. 5 years, counting from the end of the calendar year in which the deadline for tax payment expired. In accordance with order No. ADM.021.01.2015 concerning the POLIN Museum’s Uniform Tangible File List, personal data shall be retained for 20 years.
6. The data subject shall have the right of access to the content of the data provided and, subject to the law, the right to rectification, erasure, restriction of processing, the right to data portability, the right to object to processing.
7. The data subject has the right to lodge a complaint with the supervisory authority in charge of personal data protection, i.e. the President of the Office for Personal Data Protection.
8. Personal data will not be processed in an automated way.

**§ 9.**

**FINAL PROVISIONS**

1. Placing an order via the order form sent by an employee of the Museum means accepting the provisions of the Regulations as they stand on the day of placing the order.
2. The Museum reserves the right to amend these Terms and Conditions of Use, but such amendments shall not affect the content and terms of concluded service agreements.
3. The law applicable to the conclusion of the service contracts shall be the law of the Republic of Poland, and the courts shall be common courts in the Republic of Poland unless otherwise provided by mandatory provisions of law. Potential disputes between the Museum and the Client shall be submitted to the competent court for the seat of the Museum.
4. In matters not covered by these Regulations, the provisions of the Polish Civil Code or other applicable laws shall apply accordingly.
5. The Regulations enter into force on the date of their announcement.

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**Contact form:**

**Your full name\*:**
[box to be filled in]
**E-mail address\*:**
[box to be filled in]
**Telephone number:**
[box to be filled in]

**Information about your search\*:**Please provide as much information as possible about the ancestors you are looking for. This information will enable the Historical Information Centre specialists to conduct a free initial analysis of the sources.
Key data include:

* full names of ancestors (including maiden names)
* dates and places of:
* birth,
* wedding,
* death,
* emigration

[box to be filled in]

**Attachments:**

If you have scans of documents containing personal details of the ancestors you are looking for, please attach them.

[box for adding attachments]

**\* - mandatory box**

**SEND**

Information to be displayed to the user after submitting the form]: **Thank you for your contact and interest in POLIN Genealogy.
Upon receiving the materials, our specialist will perform a free analysis of the available sources, prepare a recommendation of the package that would be best for you and contact you within 7 working days.**

I hereby **give my** **consent** for my personal data included in this form to be processed by the POLIN Museum of the History of Polish Jews to prepare recommendations of genealogical service packages provided by the Museum.

Date, place: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Disclosure obligation resulting from the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (“GDPR”).

1. The Controller of your personal data is the POLIN Museum of the History of Polish Jews, hereinafter referred to as the Museum or Controller, with its registered office in Warsaw (00-157) ul. Anielewicza 6. The Controller can be contacted in writing, by post, writing to the address of our registered office.
2. The Data Protection Officer has been appointed at the Museum. The Data Protection Officer appointed by the Administrator supervises the correctness of personal data processing. The Data Protection Officer can be contacted by post at the following address: ul. Anielewicza 6, 00-157 Warsaw, via e-mail address: iod@polin.pl or under phone no. 22,471 03 41,
3. Your personal data will be processed for the purpose of preparing recommendations for genealogical service packages provided by the POLIN Museum of the History of Polish Jews based on Article 6(1)(a) of the GDPR, i.e. the consent of the data subject.
4. The recipients of your personal data may be providers of IT systems and services, entities, service quality research, legal services, analytical services, authorities entitled to receive your personal data on the basis of legal regulations.
5. Your Personal data will not be transferred to any third country.
6. Personal data will be processed for the time necessary for the performance of all obligations arising from the preparation of the packages recommendation. After this, personal data will only be processed to the extent and for the duration required by law.
7. You shall have the right of access to the content of your data and, subject to the law, the right to rectification, erasure, restriction of processing, the right to data portability, the right to object to processing.
8. Each consent given may be withdrawn at any time. Withdrawal of consent shall not affect the lawfulness of processing carried out prior to its withdrawal. Withdrawal of consent must be made in writing by sending a letter to the address: 00-157 Warszawa ul. Anielewicza 6 or electronically (e-mail to iod@polin.pl).
9. You shall have the right to lodge a complaint with the supervisory authority in charge of personal data protection, i.e. the President of the Office for Personal Data Protection.
10. Your data will not be processed by automated means, including profiling;
11. Providing personal information is voluntary but necessary to perform the services. The consequence of failing to provide the personal data required by the Museum is that the services cannot be provided.

**Order form**

**Package**

* Basic $1750 (30h)
* Extended $3500 (70h)
* Premium $5000 (120h)
* Individual $500

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**Data of the ordering party**

Name\*

Surname\*

e-mail address\*

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**Client status**

* natural person/non-taxable legal entity
* taxpayer

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**Invoice data**

Name Surname

Company name

VAT-UE/NIP (tax register number)

**Address of registered office, business or residence:**

Locality

Postal code

Street, number of house/flat

Country

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Payments**

Payment method: bank transfer

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**Declarations and consents**

I declare that\*

* I have read the terms and conditions and accept them

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**I declare that I agree** \*

* to commence the provision of services before the expiry of the withdrawal period pursuant to Article 21(2) of the Act of 30 May 2014 on Consumer Rights (i.e. Dz. U. of 2020, item 287) and I acknowledge that in the event that I withdraw from the contract despite having given the consent in question, I will be obliged to reimburse reasonable costs under Article 12(12) of the Act of 30 May 2014 on Consumer Rights.

Date, place: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Controller of your personal data is the POLIN Museum of the History of Polish Jews. We process your personal data for the purpose of providing genealogical search services. Detailed information about the processing of your personal data is available in the Terms and Conditions of Providing Paid Genealogical Search Services by the POLIN Museum of the History of Polish Jews.

**COMPLAINT FORM**

**Ordered Package**

* Basic $1750 (30h)
* Extended $3500 (70h)
* Premium $5000 (120h)
* Individual $500

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**Data of the ordering party**

Name

Surname

E-mail address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Sales document number**

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**Grounds for the complaint**

The Controller of your personal data is the POLIN Museum of the History of Polish Jews. We process your personal data for the purpose of providing genealogical search services. Detailed information about the processing of your personal data is available in the Terms and Conditions of Providing Paid Genealogical Search Services by the POLIN Museum of the History of Polish Jews.